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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

MAR 23 2012

AT 8:30 \_\_\_\_\_ M  
WILLIAM T. WALSH  
CLERK

UNITED STATES OF AMERICA : Crim. No. 12-**203**  
-v- : 18 U.S.C. § 1001(a)(2) & § 2  
CARL AMENHAUSER : INFORMATION

The defendant having waived in open court prosecution by Indictment, the United States Attorney for the District of New Jersey charges that:

1. At all times relevant to Count 1 of this Information:
  - a. Defendant CARL AMENHAUSER owned and operated Employee Assistance Resources, Inc., Compass Health Management Services Inc., and Compass Employee Assistance Services, LLC, which were companies that provided employee assistance plan services and workers' compensation insurance administration services to the Toms River Regional School District (the "District"), the fourth largest school district in New Jersey, among other municipal entities.
  - b. MICHAEL J. RITACCO was the Superintendent of the District. As the chief executive and administrative officer of the District, RITACCO oversaw at least approximately 2,000 employees, with a budget of approximately \$195 million involving approximately 18,000 students. As the Superintendent of the District, RITACCO was responsible for general supervision over all aspects of the District's business, including fiscal

operations. RITACCO had the authority and power to make recommendations to District Board members as to, among other things, the appointment and retention of professionals to serve the District, including the District's insurance broker and providers of workers' compensation insurance and administrative services.

c. FRANCIS X. GARTLAND was an insurance broker who specialized in providing insurance brokerage services for public entities, including municipalities and school boards. Through companies under his control, GARTLAND obtained yearly insurance brokerage contracts with, and provided insurance brokerage services for, numerous New Jersey local government entities, including, but not limited to, the District from at least in or about 1998. As an insurance broker, GARTLAND also did business with various insurance entities and professionals, including defendant CARL AMENHAUSER.

d. FRANK D'ALONZO was a former associate of defendant CARL AMENHAUSER, GARTLAND, and RITACCO, and an official at the District, who held various positions, including the District Supervisor of Technology Projects and the District Supervisor of Athletics.

2. In or about May 2002, D'ALONZO recommended to RITACCO that the District should hire defendant CARL AMENHAUSER to provide workers' compensation insurance services to the District.

In or about May 2002, at a meeting at the District, defendant CARL AMENHAUSER gave a presentation of his workers' compensation insurance services to RITACCO, after which RITACCO informed defendant CARL AMENHAUSER that (i) RITACCO would hire defendant CARL AMENHAUSER to provide his services to the District, and that (ii) GARTLAND would instruct defendant CARL AMENHAUSER on the details of such arrangement, including how defendant CARL AMENHAUSER would be compensated.

3. At least as early as in or about October 2002, at a meeting in Toms River, New Jersey, GARTLAND informed defendant CARL AMENHAUSER that defendant CARL AMENHAUSER would be paid approximately \$20,000 per month pursuant to the District's workers' compensation insurance contract. GARTLAND also informed defendant CARL AMENHAUSER that from the \$20,000 per month payment, defendant CARL AMENHAUSER could keep \$5,000 per month, but that from the remaining \$15,000 per month, defendant CARL AMENHAUSER was to pay approximately \$6,000 per month to GARTLAND, approximately \$3,000 per month to D'ALONZO, and to use the remainder for defendant CARL AMENHAUSER's expenses in administering the District's workers' compensation insurance program.

4. Although defendant CARL AMENHAUSER questioned the purpose of each of the \$6,000 per month payments to GARTLAND and the \$3,000 per month payments to D'ALONZO, defendant CARL

AMENHAUSER believed that if he did not agree to pay GARTLAND and D'ALONZO as per GARTLAND's instructions, he would not obtain and/or maintain the District's workers' compensation contract. Defendant CARL AMENHAUSER agreed to this arrangement, and from in or about October 2002 to in or about June 2007, defendant CARL AMENHAUSER paid approximately \$6,000 per month to GARTLAND and approximately \$3,000 per month to D'ALONZO in order to maintain the District's workers' compensation insurance contract.

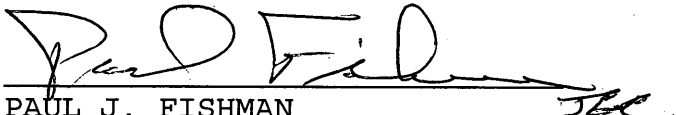
5. On or about February 1, 2010, in Trenton, New Jersey, and elsewhere, during an investigation being conducted by special agents of the Federal Bureau of Investigation ("FBI"), defendant CARL AMENHAUSER (i) intentionally concealed from the FBI special agents that, from in or about 2002 to in or about 2007, defendant CARL AMENHAUSER had paid D'ALONZO approximately \$3,000 per month in order to maintain the District's workers' compensation contract, and instead, (ii) falsely stated to the FBI special agents that defendant CARL AMENHAUSER had paid D'ALONZO approximately \$3,000 per month during the period from in or about 2002 to in or about 2007 for D'ALONZO's assistance in obtaining business on a separate venture and for other reasons that were unrelated to the District's workers' compensation contract.

6. On or about February 1, 2010, in Mercer County, in the District of New Jersey, and elsewhere, defendant

CARL AMENHAUSER

in a matter within the jurisdiction of the executive branch of the Government of the United States, knowingly and willfully made a materially false, fictitious, and fraudulent statement and representation, as described in paragraph 5 of this Information.

In violation of Title 18, United States Code, Section 1001(a)(2) and Section 2.

  
PAUL J. FISHMAN  
United States Attorney

Criminal No. 12-

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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

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UNITED STATES OF AMERICA

v.

CARL AMENHAUSER

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INFORMATION FOR

18 U.S.C. § 1001(a)(2) and § 2

**PAUL J. FISHMAN**  
U.S. ATTORNEY  
NEWARK, NEW JERSEY

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ASSISTANT U.S. ATTORNEY  
NEWARK, NEW JERSEY

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